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17 **UNITED STATES DISTRICT COURT**
18 **DISTRICT OF NEVADA**

19 Karla Gorman,

20 Plaintiff,

21 v.

22
23 Experian Information Solutions, Inc.;
24 National Consumer Telecom &
25 Utilities Exchange, Inc.; Cox
26 Communications; Kohl's Inc.,

27 Defendants.

Case No.:

**Complaint for damages under the
FCRA, 15 U.S.C. § 1681**

Introduction

1. The United States Congress has found the banking system is dependent up-on fair and accurate credit reporting. Inaccurate credit reports directly impair the efficiency of the banking system, and unfair credit reporting methods undermine the public confidence, which is essential to the continued functioning of the banking system. Congress enacted the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. (“FCRA”), to ensure fair and accurate re-orting, promote efficiency in the banking system, and protect consumer privacy. The FCRA seeks to ensure consumer reporting agencies exercise their grave responsibilities with fairness, impartiality, and a respect for the consumer’s right to privacy because consumer reporting agencies have assumed such a vital role in assembling and evaluating consumer credit and other information on consumers. The FCRA also imposes duties on the sources that provide credit information to credit reporting agencies, called “furnishers.”
2. The FCRA protects consumers through a tightly wound set of procedural protections from the material risk of harms that otherwise flow from inaccurate reporting. Thus, through the FCRA, Congress struck a balance between the credit industry’s desire to base credit decisions on accurate information, and consumers’ substantive right to protection from damage to reputation, shame, mortification, and the emotional distress that naturally follows from inaccurate reporting of a consumer’s fidelity to his or her financial obligations.
3. Karla Gorman (“Plaintiff”), by counsel, brings this action to challenge the actions of Experian Information Solutions, Inc. (“Experian”); National Consumer Telecom & Utilities Exchange, Inc. (“NCTUE”); Cox Communications (“Cox”); Kohl's Inc. (“Kohl's”) (jointly as “Defendants”), with regard to erroneous reports

1 of derogatory credit information to national reporting agencies and Defendants’
2 failure to properly investigate Plaintiff’s disputes.

3 4. Plaintiff makes these allegations on information and belief, with the exception of
4 those allegations that pertain to Plaintiff, which Plaintiff alleges on personal
5 knowledge.

6 5. While many violations are described below with specificity, this Complaint
7 alleges violations of the statutes cited in their entirety.

8 6. Unless otherwise stated, all the conduct engaged in by Defendants took place in
9 Nevada.

10 7. Any violations by Defendants were knowing, willful, and intentional, and
11 Defendants did not maintain procedures reasonably adapted to avoid any such
12 violations.

13 8. Defendants failed to properly investigate Plaintiff’s disputes, damaging Plaintiff’s
14 creditworthiness.

15 **Jurisdiction and Venue**

16 9. Jurisdiction of this Court arises pursuant to 28 U.S.C. § 1331 (federal question
17 jurisdiction); 15 U.S.C. § 1681.

18 10. This action arises out of Defendants' violations of the FCRA.

19 11. Venue is proper in the United States District Court for the District of Nevada
20 pursuant to 28 U.S.C. § 1391(b) because Plaintiff is a resident of Clark County,
21 Nevada and because Defendants are subject to personal jurisdiction in Clark
22 County, Nevada as they conduct business here. Venue is also proper because the
23 conduct giving rise to this action occurred in Nevada. 28 U.S.C. § 1391(b)(2).

24 **Parties**

25 12. Plaintiff is a natural person living in Clark County, Nevada. In addition,
26 Plaintiff is a “consumer” as that term is defined by 15 U.S.C. § 1681a(c).

27 13. Defendants are each a corporation doing business in the State of Nevada.

- 1
2 14. ("Cox and Kohl's") are furnishers of information as contemplated by 15 U.S.C.
3 § 1681s-2(b) that regularly and in the ordinary course of business furnish
4 information to a consumer credit reporting agency.
- 5 15. ("Experian and NCTUE") regularly assemble and/or evaluate consumer credit
6 information for the purpose of furnishing consumer reports to third parties and
7 use interstate commerce to prepare and/or furnish the reports. These entities are
8 "consumer reporting agencies" as that term is defined by 15 U.S.C. §1681a(f).
- 9 16. Unless otherwise indicated, the use of Defendants' names in this Complaint
10 includes all agents, employees, officers, members, directors, heirs, successors,
11 assigns, principals, trustees, sureties, subrogees, representatives, and insurers of
12 the named Defendants.

13 GENERAL ALLEGATIONS

14 Re: Bankruptcy Case No. 20-15370

- 15 17. On or about Oct 23, 2020, Plaintiff filed for bankruptcy in the United States
16 bankruptcy Court for the District of Nevada pursuant to 11 U.S.C. §1301 et seq.
17 (the "bankruptcy").
- 18 18. The obligations to each creditor-furnisher herein (as applicable) were scheduled
19 in the bankruptcy and each respective creditor, or its predecessor in interest,
20 received notice of the bankruptcy.
- 21 19. None of the creditor-furnishers named herein filed any proceedings to declare
22 their alleged debts "non-dischargeable" pursuant to 11 U.S.C. § 523 et seq.
- 23 20. No creditor-furnisher named herein obtained relief from the "automatic stay"
24 codified at 11 U.S.C. §362 et seq. while Plaintiff's bankruptcy was pending to
25 pursue Plaintiff for any personal liability.
- 26 21. Further, while the automatic stay was in effect during the bankruptcy, it was
27 illegal and inaccurate for any creditor-furnisher named herein to report any

1 post-bankruptcy derogatory collection information, pursuant to the Orders
2 entered by the bankruptcy Court.

3 22. The accounts named herein (as applicable) were discharged through the
4 bankruptcy on Jan 25, 2021.

5 23. However, Defendants either reported or caused to be reported inaccurate
6 information as discussed below after Plaintiff's debts were discharged.

7 24. Additionally, Defendants' inaccurate reporting did not comply with the
8 Consumer Data Industry Association's Metro 2 reporting standards, which
9 provides guidance for credit reporting and FCRA compliance.

10 25. The Consumer Data Industry Association ("CDIA") publishes the Metro 2
11 ("Metro 2") reporting standards to assist furnishers with their compliance
12 requirements under the FCRA.

13 26. Courts rely on such guidance to determine furnisher liability. *See, e.g., In re*
14 *Helmes*, 336 B.R. 105, 107 (Bankr. E.D. Va. 2005) (finding that "industry
15 standards require that a debt discharged in bankruptcy be reported to a credit
16 reporting agency with the notation 'Discharged in bankruptcy' and with a zero
17 balance due").

18 27. On information and belief, Defendants adopted and at all times relevant
19 implemented the Metro 2 format.

20 28. On information and belief, each furnisher named herein adopted the Metro 2
21 reporting standards and at all times relevant implemented the Metro 2 format as
22 an integral aspect of their respective duties under the FCRA to have in place
23 adequate and reasonable policies and procedures to handle investigations of
24 disputed information.

25 29. Each furnisher named herein failed to conform to the Metro 2 Format when
26 reporting on Plaintiff's accounts after Plaintiff filed bankruptcy as further set
27 forth below.

30. In turn, each of the credit reporting agencies named herein, reported and re-reported the inaccurate information, thus violating their duty to follow reasonable procedures to assure maximum possible accuracy under 15 U.S.C. § 1681e(b) when preparing a consumer report.

31. To this end, the adverse reporting on Plaintiff's consumer report departed from the credit industry's own reporting standards and was not only inaccurate, but also materially misleading under the CDIA's standards as well.

32. A "materially misleading" statement is concerned with omissions to credit entries, that in context create misperceptions about otherwise may be factually accurate data. *Gorman v. Wolpoff & Abramson, LLP*, 584 F.3d 1147, 1163 (9th Cir. 2009).

**NCTUE Misreported Consumer Information
and Failed to Investigate Plaintiff's Dispute**

Re: Cox Account No. **0431**

33. In Plaintiff's consumer report from NCTUE dated Mar 5, 2021, NCTUE and Cox inaccurately reported Plaintiff's account with notations of Account Status: Closed; Account/Charged-Off; and Charge-Off Amount: \$295.74. This was inaccurate, misleading, and derogatory because Plaintiff filed for bankruptcy on Oct 23, 2020 and Plaintiff received a discharge on Jan 25, 2021.

34. On May 24, 2021, Plaintiff disputed the inaccurate reporting pursuant to 15 U.S.C. § 1681i, by notifying NCTUE, in writing, of the inaccurate, misleading, and derogatory information.

35. Specifically, Plaintiff sent a letter, certified, return receipt, to NCTUE, requesting the above inaccurate information be updated, modified, or corrected.

36. NCTUE was required to conduct a reinvestigation into the disputed information on Plaintiff's consumer report pursuant to 15 U.S.C. §1681i.

37. Upon information and belief, NCTUE timely notified Cox regarding Plaintiff's

1 dispute, as required under 15 U.S.C. § 1681i(a)(2).

2 38. Upon information and belief, NCTUE provided Cox with a notice regarding
3 Plaintiff's dispute under 15 U.S.C. § 1681i(a)(5)(A).

4 39. Upon information and belief, NCTUE provided all relevant information to Cox
5 regarding Plaintiff's dispute, as required under 15 U.S.C. § 1681i(a)(2).

6 40. Plaintiff never received any notification from NCTUE that NCTUE and Cox
7 investigated and reinvestigated Plaintiff's dispute, as required under 15 U.S.C. §
8 1681i(a)(6).

9 41. A reasonable investigation by NCTUE and Cox would have determined that
10 they were reporting the above disputed information inaccurately.

11 42. NCTUE and Cox failed to review all relevant information provided by Plaintiff
12 in Plaintiff's dispute, as required by and in violation of 15 U.S.C. § 1681i and
13 15 U.S.C. § 1681s-2(b), respectively.

14 43. Upon information and belief, Cox continued to report the inaccurate
15 information.

16 44. In turn, NCTUE re-reported the inaccurate information, thus violating its duty
17 to follow reasonable procedures to assure maximum possible accuracy under 15
18 U.S.C. § 1681e(b) when preparing a consumer report.

19 45. NCTUE and Cox, upon receipt of Plaintiff's dispute, failed to conduct an
20 investigation or reinvestigation with respect to the disputed information as
21 required by 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b), respectively.

22 46. Due to NCTUE's and Cox's failure to reasonably investigate, they further failed
23 to correct and update Plaintiff's information as required by 15 U.S.C. § 1681i
24 and 15 U.S.C. § 1681s-2(b), thereby causing continued reporting of inaccurate
25 information in violation of 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b),
26 respectively.

27 47. NCTUE's and Cox's continued inaccurate, misleading, and derogatory reporting

1 was knowing and willful, in light of their knowledge of the actual error.
 2 Plaintiff is, accordingly, eligible for statutory damages.

3 48. Also as a result of NCTUE's and Cox's continued inaccurate, misleading, and
 4 derogatory reporting, Plaintiff has suffered actual damages, including without
 5 limitation, fear of credit denials, out-of-pocket expenses in challenging the
 6 inaccurate reporting, damage to Plaintiff's creditworthiness, and emotional
 7 distress.

8 49. By inaccurately reporting consumer information after notice and confirmation
 9 of their errors, NCTUE and Cox failed to take the appropriate measures as
 10 required under 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b), respectively.
 11

12 **Experian Misreported Consumer Information**
 13 **and Failed to Investigate Plaintiff's Dispute**

14 **Re: Kohl's Account No. 9305**

15 50. In Plaintiff's consumer report from Experian dated Feb 26, 2021, Experian and
 16 Kohl's inaccurately reported the following errors in regard to Plaintiff's Kohl's
 17 account ****9305: Status: Paid in settlement. \$533 written off. This was
 18 inaccurate, misleading, and derogatory because Plaintiff filed for bankruptcy on
 19 Oct 23, 2020 and Plaintiff received a discharge on Jan 25, 2021.

20 51. Additionally, Experian inaccurately reported the following errors in regards to
 21 Plaintiff's social security number. Experian reported the last 4 digits of
 22 Plaintiff's social security as follows: ****9999; ****6871; ****6891. These
 23 last 4 digits of Plaintiff's social security number are wrong, because Plaintiff's
 24 last 4 digits of her social security number are ****6811. This was inaccurate,
 25 misleading, and derogatory

26 52. On Feb 26, 2021, Plaintiff disputed the inaccurate reporting pursuant to 15
 27 U.S.C. § 1681i, by notifying Experian, in writing, of the inaccurate, misleading,

1 and derogatory information.

2 53. Specifically, Plaintiff sent a letter, certified, return receipt, to Experian,
3 requesting the above inaccurate information be updated, modified, or corrected.

4 54. Experian was required to conduct a reinvestigation into the disputed
5 information on Plaintiff's consumer report pursuant to 15 U.S.C. §1681i.

6 55. Upon information and belief, Experian timely notified Kohl's regarding
7 Plaintiff's dispute, as required under 15 U.S.C. § 1681i(a)(2).

8 56. Upon information and belief, Experian provided Kohl's with a notice regarding
9 Plaintiff's dispute under 15 U.S.C. § 1681i(a)(5)(A).

10 57. Upon information and belief, Experian provided Kohl's all relevant information
11 to regarding Plaintiff's dispute, as required under 15 U.S.C. § 1681i(a)(2).

12 58. Plaintiff never received any notification from Experian that Experian and
13 Kohl's investigated and reinvestigated Plaintiff's dispute, as required under 15
14 U.S.C. § 1681i(a)(6).

15 59. A reasonable investigation by Experian and Kohl's would have determined that
16 they were reporting the above disputed information inaccurately.

17 60. Experian and Kohl's failed to review all relevant information provided by
18 Plaintiff in Plaintiff's dispute, as required by and in violation of 15 U.S.C. §
19 1681i and 15 U.S.C. § 1681s-2(b), respectively.

20 61. Upon information and belief, Experian and Kohl's continued to report the
21 inaccurate information.

22 62. In turn, Experian re-reported the inaccurate information, thus violating its duty
23 to follow reasonable procedures to assure maximum possible accuracy under 15
24 U.S.C. § 1681e(b) when preparing a consumer report.

25 63. Experian and Kohl's, upon receipt of Plaintiff's dispute, failed to conduct an
26 investigation or reinvestigation with respect to the disputed information as
27 required by 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b), respectively.

64. Due to Experian's and Kohl's failure to reasonably investigate, they further failed to correct and update Plaintiff's information as required by 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b), thereby causing continued reporting of inaccurate information in violation of 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b), respectively.

65. Experian's and Kohl's continued inaccurate, misleading, and derogatory reporting was knowing and willful, in light of their knowledge of the actual error. Plaintiff is, accordingly, eligible for statutory damages.

66. Also as a result of Experian's and Kohl's continued inaccurate, misleading, and derogatory reporting, Plaintiff has suffered actual damages, including without limitation, fear of credit denials, out-of-pocket expenses in challenging the inaccurate reporting, damage to Plaintiff's creditworthiness, and emotional distress.

67. By inaccurately reporting consumer information after notice and confirmation of their errors, Experian and Kohl's failed to take the appropriate measures as required under 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b), respectively.

Plaintiff's damages

68. In addition to Plaintiff's creditworthiness being negatively impacted, Plaintiff suffered emotional distress and mental anguish as a result of Defendants' actions described herein. In addition, Plaintiff incurred out-of-pocket costs and time in attempts to dispute Defendants' actions. Plaintiff further suffered humiliation and embarrassment.

VIOLATION OF THE FAIR CREDIT REPORTING ACT

15 U.S.C. § 1681

69. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

70. The foregoing acts and omissions constitute numerous and multiple willful, reckless, or negligent violations of the FCRA, including but not limited to each and every one of the above-cited provisions of the FCRA, 15 U.S.C § 1681, et seq.

71. As a result of each and every willful violation of the FCRA, Plaintiff is entitled to actual damages as the Court may allow pursuant to 15 U.S.C. § 1681n(a)(1); statutory damages pursuant to 15 U.S.C. § 1681n(a)(1); punitive damages as the Court may allow pursuant to 15 U.S.C. § 1681n(a)(2); and reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1681n(a)(3) from Defendants.

72. As a result of each and every negligent noncompliance of the FCRA, Plaintiff is entitled to actual damages as the Court may allow pursuant to 15 U.S.C. § 1681o(a)(1); and reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1681o(a)(2) from Defendants.

Prayer for relief

73. Plaintiff prays that judgment be entered against Defendants, and Plaintiff be awarded damages from Defendants, as follows:

- An award of actual damages pursuant to 15 U.S.C. § 1681n(a)(1);
- An award of statutory damages pursuant to 15 U.S.C. § 1681n(a)(1);
- An award of punitive damages as the Court may allow pursuant to 15 U.S.C. § 1681n(a)(2);
- An award of costs of litigation and reasonable attorney's fees, pursuant to 15 U.S.C. § 1681n(a)(3), and 15 U.S.C. § 1681(o)(a)(1); and
- Any other relief that this Court deems just and proper.

Jury Demand

74. Pursuant to the Seventh Amendment to the Constitution of the United States of America, Plaintiff is entitled to, and demands, a trial by jury.

Dated: February 24, 2022.

Respectfully submitted,

KIND LAW

/s/ Michael Kind

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FREEDOM LAW FIRM

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